



## **SUBCONTRACT**

(For Professional Consulting Services)

<b>Date:</b>	<b>Subcontract Number:</b>
<b>Project:</b>	<b>CGS Superintendent:</b>
<b>Project Owner:</b>	<b>CGS Project Manager:</b>
<b>Project Address:</b>	<b>Project Architect:</b>

## **SUMMARY OF TERMS**

**THIS SUBCONTRACT ("Subcontract")** is made as of the above date between CG Schmidt, Inc., 11777 West Lake Park Drive, Milwaukee, WI 53224 ("**CGS**"), and the following consultant ("**Consultant**"):

**Consultant Name:**

**Consultant's Authorized Representative:**

**Address:**

**Telephone:**  
**Mobile:**  
**E-mail:**

**Fax:**

For the following professional services ("**Services**") for the Project:

Services shall include all professional engineering; field and laboratory labor; site inspections; field sampling and testing; laboratory testing and analysis; data processing; management, supervision and administration; materials, tools and equipment; licenses, permits, approvals, taxes and royalties; drawings, specifications, reports and other technical documents necessary per the Subcontract Documents set forth in Paragraph 1.1 and .

See Exhibit A for Scope of Services Clarifications.

**Subcontract Amount:** \$ Phase:

**Application for Payment Submittal Date:** day of each month

**Labor Rates for Changes (including overhead and profit):**

**Submittal of Exhibit C-1 Affidavit Required:** Yes: No:

1. **Subcontract Documents.** The Subcontract between CGS and the Consultant includes all the terms and conditions of this Subcontract including all of its Exhibits; the Project general, supplemental, and any special conditions; the Project design drawings, specifications and all addenda; and all the terms and conditions of the Agreement between CGS and Project Owner (the "**Prime Agreement**") applicable to the Consultant's Services, including, but not limited to, any contract documents identified in that Prime Agreement and the Project Manual (collectively, the "**Subcontract Documents**"). This Subcontract supersedes all prior bid materials, proposals, negotiations and/or agreements, written or oral, between Consultant and CGS. Consultant agrees that its Services will comply with the requirements of the Subcontract Documents. In the event of any inconsistencies between the terms of this Subcontract and the terms of the other Subcontract Documents, within or between parts of the Subcontract Documents, or between the Subcontract Documents and applicable laws, statutes, ordinances, building codes, rules and regulations, Consultant shall provide the better quality or greater quantity of Services and comply with or conform its Services to the most stringent legal or contractual requirements.
2. **Professional Services.** Consultant's Services shall be performed in accordance with all applicable federal, state and local codes, laws, rules, regulations and ordinances. Where required, the Consultant shall give regulatory authorities timely and proper notice, and secure and pay for all necessary permits, licenses, inspections and tests required for the Services performed under this Subcontract. All Services provided by the Consultant shall be performed under the direction of a professional engineer or other professional as required by the Subcontract Documents licensed in the state where the Project is located. The Consultant's Services shall be performed with the care that a reasonable professional in the same field practicing in the same geographic area as the Project site would use. CGS, the Project Owner, the Project Architect and other professionals providing design services for the Project shall be entitled to rely on the accuracy and completeness of the Consultant's Services. The Consultant shall ensure that its Services conform, and are coordinated, with the Project designs prepared by the Project Architect and other design consultants, as may be amended.
3. **Schedule.** Time is of the essence of this Subcontract. Consultant will commence its Services upon notification from CGS, and proceed with a sufficient workforce, supervision, materials, tools and equipment to ensure the efficient and timely completion of its Services consistent with the schedule established by CGS for the Project in accordance with the Subcontract Documents and any additional schedule requirements as outlined in Exhibit A, if applicable. If approved by CGS in writing, the time for completion of the Consultant's Services shall be extended by the length of delays caused by causes beyond Consultant's reasonable control.
4. **Meetings.** Consultant shall attend meetings at the Project site or at other locations as required by CGS. The Consultant's representative at such meetings shall have full knowledge and understanding of the Consultant's Services and shall be authorized to make recommendations and binding decisions on behalf of the Consultant. CGS shall have the right to approve the designated Consultant's representative, of which approval shall not be unreasonably withheld.
5. **Cooperation.** Consultant shall supply technically competent personnel to perform its Services. CGS shall have the right to cause Consultant to remove from the Project and replace any of its employees that in CGS' opinion lack adequate technical knowledge or experience to effectively perform the Consultant's Services. Consultant shall cooperate with CGS and other contractors, subcontractors and workers at the Project site, including the Project Owner's workers and representatives, in the scheduling and performance of the Project, and shall not injure, damage or interfere with their performance of the Project.
6. **Changes.** CGS may direct the Consultant, without notice to Consultant's surety, if any, and without invalidating this Subcontract, to make changes to its Services, including additions, deletions or other revisions in scope. Before the Consultant's commencement of such changed or revised Services, the Consultant shall promptly submit a written Change Order Request to CGS for adjustment to the Subcontract Amount, adjustment to the time for Consultant's performance of its Services, or any other modification of the Subcontract terms. Change Order Requests submitted for Services performed without prior approval from CGS shall be rejected and shall be at Consultant's sole cost and expense. CGS reserves the right to approve, reject or modify a Change Order Request based on the requirements of the Subcontract Documents and CGS' evaluation of the change order information presented. Upon acceptance of a Change Order Request, or at CGS' own initiative, CGS will issue a written Change Order reflecting adjustment to the scope of Services, to the time for performance of the Services, and to the Subcontract Amount. Disagreements between Consultant and CGS regarding the approval, rejection or modification of a Change Order Request shall be subject to the dispute resolution provisions of Paragraph 14. The Subcontract Amount shall not be increased as a result of any Consultant default, error or omission.
7. **Safety.** Consultant will perform Services at the Project site in a safe and responsible manner in strict compliance with all local, state and federal health and safety laws and statutes. Consultant shall observe and abide by the health and safety rules and policies established by CGS for the Project. CGS shall have the right to dismiss Consultant's employees from the jobsite for any unsafe work acts it may observe. Consultant shall report immediately to CGS any onsite injuries suffered by its employees or injuries to other persons or property damage arising out of the delivery of its Services. If the Consultant encounters any pre-existing hazardous substances or unsafe conditions, Consultant shall immediately stop Services in the area and immediately advise CGS of the condition.
8. **Insurance.** Consultant shall comply with all the terms and conditions relating to insurance as set forth in Exhibit B hereto, which is incorporated herein by reference.

9. **Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless CGS, CGS' other subcontractors, the Project Owner, the Project Architect, and their respective officers, directors, consultants, employees, and agents (collectively, "Indemnitees") from all claims, citations, penalties, forfeitures, judgments, losses, damages, and other expenses of any nature, including but not limited to incidental damages, consequential damages, liquidated damages, reasonable attorneys' fees and costs of collection and appeal, arising from or attributable to bodily injury, damage to real or personal property, Project delays, cost overruns, or any other harm or injury of any nature, caused in whole or in part by any fault, negligence, or reckless or intentional acts or omissions of Consultant, its subcontractors, its suppliers, or any of its employees, consultants, or agents in the performance of the Services or for anyone whose acts such persons may be liable. **CONSULTANT'S DUTY TO INDEMNIFY THE INDEMNITEES EXPRESSLY EXTENDS TO CLAIMS, CITATIONS, PENALTIES, FORFEITURES, JUDGMENTS, LOSSES, DAMAGES, AND OTHER EXPENSES OF ANY NATURE ARISING FROM BODILY INJURY, DAMAGE TO REAL OR PERSONAL PROPERTY, PROJECT DELAYS, COST OVERRUNS, OR ANY OTHER HARM OR INJURY OF ANY NATURE IF CAUSED IN WHOLE OR IN PART BY ANY FAULT, NEGLIGENCE, OR RECKLESS OR INTENTIONAL ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ITS SUPPLIERS, OR ANY OF ITS EMPLOYEES, CONSULTANTS OR AGENTS IN THE PERFORMANCE OF THE WORK EVEN IF CAUSED IN PART BY AN INDEMNITEES' OWN NEGLIGENCE.**

10. **Payments.**

**10.1 Payments.** Each month by the date identified on the first page of this Subcontract, Consultant shall submit to CGS a fully completed "Subcontractor Application for Payment" in the form attached to this Subcontract as Exhibit C. Within seven (7) days after receipt of any progress payment from CGS, Consultant shall submit to CGS a corresponding completed "Subcontractor Affidavit Regarding Unconditional Partial Waiver, Release of Lien and/or Bond Rights & Indemnity" in the form attached to this Subcontract as Exhibit C-1. With the submission of the final Subcontractor Application for Payment, a "Subcontractor Affidavit Regarding Unconditional Full & Final Waiver, Release of Lien and/or Bond Rights & Indemnity" document in the form attached to this Subcontract as Exhibit C-2 must be completed, executed and attached. CGS shall pay Consultant in amounts equal to the percentage of Services completed as reasonably determined by CGS but CGS may hold all or part of any payment in order: (i) to ensure Consultant's correction of defective or incomplete portions of the Services; (ii) to cover any loss or damage, to the extent caused by Consultant, to the Project Owner, CGS, or others to whom CGS may be liable; or (iii) to cover Consultant's failure to pay for labor, materials, equipment, or services furnished in connection with the Services required by the Subcontract.

**10.2 Textura.** CGS shall have the right, at CGS' sole discretion, to process all Subcontractor Applications for Payment using the Textura-CPM™ ("Textura") payment management system. This includes, but is not limited to, lien waivers, sworn statements and the like. CGS may elect to withdraw or terminate the use of Textura at its sole discretion. Consultant shall be responsible for all fees and costs owed to Textura associated with Consultant's use. Consultant expressly represents and warrants to CGS that it shall permit only authorized representatives of the Consultant to use Textura. Consultant shall be fully responsible for protecting such access and use. CGS may rely on the truth and accuracy of any and all documents and actions of the Consultant relative to its access and use of Textura, without independent review or confirmation.

11. **Taxes.** The Consultant shall pay all sales taxes, use taxes, occupations taxes, excise taxes, F.I.C.A. taxes, unemployment taxes and any other tax or levy applicable to this Subcontract. All such taxes are included in the Subcontract Amount.

12. **Termination.**

**12.1 Termination for Cause.** If Consultant:

- .1 fails to comply with the requirements of this Subcontract;
- .2 fails to perform the Services to the quality standards required under the Subcontract Documents;
- .3 has a proceeding filed by or against it under any bankruptcy, liquidation, reorganization, adjustment of debt, insolvency, dissolution, receivership, or similar federal or state law or statute; and/or
- .4 causes delays in its own Services or interferes with CGS' or others' timely completion of the Project,

then CGS may, without prejudice to any other remedy CGS might have, terminate this Subcontract for cause if Consultant has not commenced to correct and does not continue thereafter to diligently cure such default within two (2) days after written notice from CGS. If Consultant does not timely start and diligently continue correction, then CGS may give written notice that this Subcontract is terminated for cause, Consultant's Services related to the Project shall cease, and no further payment of the Subcontract Amount shall be made until after the Project is completed. CGS may take possession of any of Consultant's materials, tools, equipment or information at the Project site to complete the Services. Any reasonable costs CGS incurs, plus fifteen percent (15%) for its overhead and administration, to a) complete the unfinished portion of the Services; b) address any other harm caused by Consultant to CGS, other Project trades, the Project Owner, Project Architect or third parties; and/or c) pay for any liquidated or other damages arising from Consultant's failure to comply with the requirements of this Subcontract, from Consultant's failure to perform the Services to the quality standards required under the Subcontract Documents, and/or from Consultant's delay in its own Services or interference with CGS' or others' timely completion of the Project, will be deducted from any amount due or to become due Consultant by CGS on this Project or otherwise. If there is a remainder due for Consultant's correctly performed Services to the date of termination after this deduction has been made, it will be paid to the Consultant. If the cost of completion, damages and/or remedying harm exceeds the remainder of the Subcontract Amount, Consultant shall pay CGS the additional amount upon written demand by CGS providing evidence of the costs incurred and the balance owed. Any tools, equipment or unused materials not already paid for by the Owner shall be returned to the Consultant upon completion of the Services by CGS. In case of Consultant dishonesty, severe safety violation or other exigent circumstances CGS may, in its sole discretion, terminate Consultant immediately for cause without affording an opportunity to cure.

**12.2 Termination for Convenience.** CGS may terminate this Subcontract for its convenience or due to conditions beyond CGS' control without any liability to Consultant, except that Consultant will be entitled to payment for that portion of its Services properly completed at date of termination. Consultant shall not receive, and hereby expressly waives, all other consequential, incidental, special or other damages, lost profits, extended or home office overhead, lost opportunity, re-stocking fees or any other losses it may sustain or incur arising out of termination of this Subcontract by CGS.

13. **Dispute Resolution.**

**13.1 Arbitration.** Should any dispute arise between Consultant and CGS related in any way to this Subcontract or the rights and obligations of the parties to it, and in the event such dispute cannot be resolved through good faith negotiations, the dispute shall be resolved, in CGS' sole discretion, by binding arbitration. Should CGS exercise its exclusive right to resolve the dispute by arbitration, then the parties shall use good faith efforts to select a mutually acceptable arbitrator within fourteen (14) days after CGS gives Consultant notice of CGS' election of arbitration. If the parties are unable to select an arbitrator, then the parties shall submit the dispute to the American Arbitration Association who will appoint a single arbitrator under its "Construction Industry Arbitration Rules" then in effect. The award issued by the arbitrator shall be final and binding upon the parties, shall include attorneys' fees and costs to CGS if it prevails, and may be entered as a judgment in any court having proper jurisdiction.

**13.2 Jurisdiction, Venue, and Waiver of Right to Trial by Jury.** Any arbitration as provided in Paragraph 14.1 shall be held in Milwaukee, Wisconsin. In the event CGS elects not to exercise its right to resolve the dispute by arbitration, or in the event a dispute between CGS and Consultant, or any portion thereof, is found to be non-arbitrable, then the parties hereby agree that the dispute or portion thereof (as the case may be) shall be subject to exclusive jurisdiction and venue in the courts of either Milwaukee County, Wisconsin or the United States District Court for the Eastern District of Wisconsin. In any such dispute or portion thereof adjudicated in the courts of Milwaukee County, Wisconsin or the United States District Court for the Eastern District of Wisconsin, Consultant expressly waives any right to trial by jury.

14. **Assignment.** Neither party shall assign this Subcontract or portions thereof, or sell or assign the proceeds of this Subcontract, without the prior consent of the other party, which shall not be unreasonably withheld. Neither an assignment nor consent thereto will relieve the assigning party from its obligations under this Subcontract unless expressly permitted by the other party in writing. This Subcontract may not be amended or modified except in writing executed by both parties. Interpretation of this Subcontract shall be governed by the laws of the State of Wisconsin, excluding choice of law provisions that might permit application of another jurisdiction's laws.

15. **Flow-Down Compliance.** Consultant shall comply with the requirements of the Subcontract Documents. Consultant shall assume toward CGS the obligations and responsibilities, including any administrative and procedural duties, that CGS assumes toward the Project Owner under the Prime Agreement to the extent applicable to its Services. Consultant shall similarly bind its consultants/ subcontractors and suppliers to comply with the Subcontract Documents' requirements applicable to the portion of the Services they perform or supply.

16. **Warranty.** Consultant warrants that all Services shall conform to the requirements of the Subcontract Documents. Services not completed in accordance with the terms of the Subcontract Documents shall be considered defective. Consultant shall correct, repair, and/or replace all defects and provide the required labor for the period(s) called for in the Subcontract Documents or for twenty-four (24) months, whichever is longer, from the date of written acceptance of the Project by the Project Owner. Consultant shall within twenty-four (24) hours of receipt of notice from CGS of a failure or defect commence to repair or replace any such failure or defect at its own cost. If Consultant fails to remedy any such failure or defect, CGS shall have the right to replace, repair or otherwise remedy the failure or defect and backcharge Consultant for any amounts due or to become due to Consultant from CGS for the Project or otherwise in an amount equal to the costs to remedy the failure plus fifteen percent (15%) mark-up for CGS overhead and administration of the warranty correction.

Exhibit A

BETWEEN CG SCHMIDT, INC.  
AND

Subcontract No. -

**SUPPLEMENTAL TERMS**

Attached to and forming a part of that certain Subcontract agreement for between and CGS:

**1. Contract:**

The Consultant specifically:

- .1 Agrees that all written correspondence exchanged prior to execution of this Subcontract is replaced by the terms and conditions set forth in the Subcontract.
- .2 Agrees that a certificate of insurance and additional insured endorsements are to be submitted to [coi@cgschmidt.com](mailto:coi@cgschmidt.com) prior to commencement of the Consultant's Services at the Project site. Hard copies will NOT be accepted. The certificate of insurance is to list the required additional insured, including the Project Owner, Project Architect and CGS.
- .3 Agrees all invoices are to be submitted monthly by the Application for Payment Submittal Date specified in the Summary of Terms of this Subcontract utilizing the "Subcontractor Application for Payment" form attached to this Subcontract as Exhibit C.

**2. Safety:**

The Consultant specifically:

- .1 Acknowledges that all OSHA and CGS safety policies are to be enforced.
- .2 Agrees that its employees will wear hard hats and safety glasses at all times. Warning vests or other suitable garments marked with or made of reflective or high visibility material will be required for all personnel at all times or until otherwise directed by the CGS Project team.
- .3 Agrees that any employee working on the Project site will be subject to a drug and alcohol testing program in the event of an accident or near miss or if CGS has reasonable belief the employee's ability to perform the Services may be impaired.
- .4 Agrees that the six foot (6') tie-off rule applies unless other adequate fall protection accommodations are provided.

**3. Performance:**

The Consultant specifically:

- .1 Agrees to make available a knowledgeable representative empowered to make decisions and recommendations on behalf of the Consultant for attendance at Project site meetings scheduled by CGS.
- .2 Recognizes that Change Order Requests shall be valid only if authorized by CGS' Project Manager before commencement of additional or modified Services. The CGS Superintendent is not authorized to approve additional Services. All Change Order Requests must be accompanied by documentation detailing the full scope and cost of the change.
- .3 Agrees that no signs or advertisement shall be displayed on the premises without the approval of the Project Owner and CGS.
- .4 Agrees that its employees will park their vehicles as directed by CGS' Project Manager or Superintendent.
- .5 Agrees Project site is a non-smoking campus. Smoking will be limited to personal vehicles only.

**4. Summary of Contract and Scope of Services:**

**Exhibit B**

**BETWEEN CG SCHMIDT, INC.  
AND**

**Subcontract No. -**

**SUBCONTRACT INSURANCE REQUIREMENTS**

Attached to and forming a part of that certain Subcontract agreement for between and CGS:

- Insurance Coverage.** Consultant shall maintain without interruption at all times during the progress of the Services, including the warranty period, insurance furnished by companies licensed to do business in the state where the Project is being constructed and rated by AM Best at A- or better, or as otherwise acceptable to CGS. The coverage must be primary and not excess over, or contributory with, any other insurance held by CGS, the Project Owner, Project Architect or other trades on the Project.

**NOTE: Failure to comply with these insurance requirements may result in delayed payment and/or Consultant's termination for cause.**

Minimum insurance coverage and limits shall be no less than the following, except that if the Subcontract Documents specify higher or greater coverage, Consultant shall furnish it:

<b><u>COVERAGE</u></b>	<b><u>LIMITS</u></b>
<b>.1 Workers' Compensation</b>	Per Statute
<b>.2 Employers Liability</b>	\$100,000 Each Accident/Injury \$100,000 Each Employee \$500,000 Policy Limit Disease
<b>.3 Commercial General Liability</b>	<b>Provide current edition of ISO CG 00 01</b> \$1,000,000 Per Occurrence \$2,000,000 General Aggregate (Per Project-Per Location) \$2,000,000 Products / Completed Operations Aggregate \$1,000,000 Electronic Data Liability \$1,000,000 Personal & Advertising Injury (Contractual Liability Exclusion-Deleted)
<b>.4 Automobile Liability</b>	\$1,000,000 Each Occurrence (owned, non-owned and hired vehicles)
<b>.5 Umbrella</b> Provide the following limits unless otherwise required by the Subcontract Documents:	
	Each Occurrence & In Aggregate
Curtain Wall Subcontractors	\$5,000,000
Electrical Subcontractors	\$5,000,000
HVAC Subcontractors	\$5,000,000
Fire Protection Subcontractors	\$5,000,000
Plumbing Subcontractors	\$5,000,000
Structural Steel Subcontractors	\$5,000,000
Elevator Subcontractors	\$5,000,000
Cranes 100 Ton and Larger, Temporary Hoisting Facilities	\$5,000,000
Consultants	\$1,000,000

**COVERAGE MEETING ALL REQUIREMENTS MUST BE CONTINUED FOR A MINIMUM PERIOD OF TWO (2) YEARS FOLLOWING PROJECT SUBSTANTIAL COMPLETION.**

- Certificates of Insurance.** Prior to commencement of Consultant's field operations at the Project site, certificates of insurance conforming to the terms of this Subcontract must be delivered to CGS, via [coi@cgsschmidt.com](mailto:coi@cgsschmidt.com) including the written endorsements set forth in Paragraph 3. The certificate of insurance must utilize the most current Acord Form. All of Consultant's insurance policies required herein shall contain a provision that coverages and limits afforded thereunder shall not be canceled, or materially changed, and that restrictive modifications shall not be added prior to policy expiration without notice to CGS. CGS shall have the right to examine any policy required under this Subcontract. Authorization is hereby granted to CGS to withhold payments to the Consultant or to exercise any other remedy provided under the Contract Documents until CGS receives such properly executed certificate of insurance. CGS' receipt of a non-conforming certificate of insurance without objection as to its terms, or failure to collect such certificate, shall not waive or limit Consultant's obligations to provide insurance compliant with the terms of this Subcontract.

3. **Additional Insureds.** Consultant's commercial general, automobile and umbrella liability insurance shall name CGS, the Project Owner, Project Architect, and any others required by the Subcontract Documents, as additional insureds on a primary and non-contributory basis. Consultant's Services must be covered on an additional insured endorsement attached to the policy currently in force. A copy of the endorsement must accompany the certificate of insurance furnished to CGS by Consultant. Acceptable endorsement forms include CG 20 10 (11/85); CG 20 37 (10/01) used in combination with CG 2010 (10/01); CG 2010 (7/04) used in combination with CG 2037 (7/04); or such other endorsement(s) that provides equivalent coverage as may be approved in advance of performance of Consultant's Services in writing by CGS.
4. **Coverage Term.** If Consultant's commercial general liability insurance coverage is provided on a claims-made basis, the policy date or retroactive date shall predate this Subcontract. The termination date of all policies required under this Article and any applicable extended reporting period(s) shall be no earlier than the termination date of coverages required to be maintained after final payment under the Subcontract Documents. Completed operations coverage shall be maintained for a period of two (2) years following Project substantial completion, or such longer period as required under the Subcontract Documents.
5. **Sub-Subcontractor Insurance.** The Consultant shall obtain equivalent insurance coverage from each of Consultant's its subcontractor(s) before permitting them to perform any of the Services on the Project site, unless express written consent is provided by CGS, which consent shall not be unreasonably withheld. If requested by CGS, Consultant shall forward its subcontractor's certificate of insurance to CGS. It is understood and agreed that authorization is hereby granted to CGS to withhold payments to the Consultant until CGS receives such properly executed certificate of insurance requested from any of its subcontractor(s).
6. **Non-Limitation.** It is understood and agreed that the insurance coverages and limits required above shall not limit the extent of the Consultant's responsibilities and liabilities specified in the Subcontract Documents or by law.
7. **Equipment Insurance.** CGS may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, at the Project site. Should Consultant use such items, the Consultant agrees to insure against any claims of injury or damage caused by them and their use while in Consultant's care, custody or control. This coverage must name CGS as an additional insured party. Physical damage insurance against damage to the items themselves shall be on an actual cash value basis. Consultant shall also insure, by endorsement, rider or otherwise, its own materials, tools and equipment from theft, damage or loss on the Project site.
8. **Insurance of Stored Materials.** It is the obligation of the Subcontractor to adequately arrange property insurance for materials provided, including while in transit and/or temporarily stored offsite covering financial interests of Subcontractor, CGS and Project Owner as applicable at time of any loss. Such property insurance shall not have a deductible higher than \$5,000 without written consent of CGS.
9. **Waiver of Subrogation.** Consultant waives any rights of subrogation against CGS and its insurers. A waiver of subrogation, by endorsement or otherwise in writing, in favor of CGS and its insurers shall be included with proof of Consultant's commercial general, automobile, umbrella, workers' compensation/employers' liability, and equipment insurance coverages. Consultant hereby waives all rights against CGS, its insurers and those required to be named as additional insureds for Consultant's losses covered and/or paid by the proceeds of insurance maintained by Consultant under this Agreement. The Consultant shall require its subcontractor(s) to provide similar waivers in writing to CGS.
10. **Professional Liability Insurance.** Consultant shall maintain, or cause its professional designers to maintain, professional liability insurance with limits of \$2,000,000 per occurrence and in the aggregate, or such higher amounts as the Subcontract Documents provide, and having a deductible no greater than \$50,000. This insurance will cover the professional designers and all persons for whose acts they are liable, against liabilities arising out of or in connection with acts, errors or omissions in their performance of Professional Services for the Project. A company that is licensed to do business in the state where the Project is located shall furnish the professional liability insurance. This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from the following: habitational or residential operations, mold and/or microbial matters and/or fungus and/or biological substances, and punitive, exemplary or multiplied damages.
11. **Deductibles.** CGS shall have no obligation to pay any deductibles under Consultant's policies of insurance required hereunder, and Consultant agrees that it shall be solely responsible for the payments of any such deductibles. Moreover, if the Subcontract Documents provide that CGS or its subcontractors are responsible for the payment of any deductibles pursuant to the builder's risk policy for the Project, then Consultant shall be responsible for the payment of any builder's risk deductibles if Consultant is responsible in whole or in part for the underlying occurrence(s) giving rise to the claim under such builder's risk policy.
12. **Project Specific Requirements.** The following items shall be included on the certificate of insurance:
  - .1 **Name of Project** (PROJECT NAME)
  - .2 **List of Additional Insured Required by Contract** CG Schmidt, Inc.,  
(OWNER), (ARCHITECT), (OTHER ADDITIONAL INSURED)
  - .3 **List of Additional Insured Endorsements** As required per Paragraph 3 above.

Project Name  
Consultant Name  
Subcontract Number



**By execution below Consultant agrees to the terms and conditions of the Subcontract and all exhibits thereto.**

**CONSULTANT :**

**CG SCHMIDT, INC.:**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Nicole C. Barham  
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Title)

Risk Manager  
\_\_\_\_\_  
(Printed Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Phase: